

SCHEDULE 14

GOVERNANCE

1. GENERAL PRINCIPLES

- 1.1 This Schedule 14 sets out the governance structure through which the parties intend to manage their relationship. The parties shall establish the following groups which are more fully described in this Schedule 14:
- (a) Relationship Management Group;
 - (b) Service Management Group;
 - (c) Change Protocol Group; and
 - (d) Service Integration Group.
- 1.2 The governance structure shall be subject to periodic review and all Changes in relation to the structure shall be agreed through the Change Protocol.
- 1.3 Nothing in this Schedule 14 shall prevent the parties from referring a Dispute to the Dispute Resolution Procedure.

2. GOVERNANCE RULES

- 2.1 If the Contractor is a Community Rehabilitation Company for one or more areas in England and Wales in addition to the Contract Package Area set out in Part 1 of Schedule 3 (Contract Package Area), the Authority shall discuss with the Contractor whether to establish governance arrangements to oversee the delivery of the Services and the other relevant services and discuss issues arising under both this Agreement and the other Probation Services Agreements. If the parties agree to do so, they shall discuss and agree in good faith the details of those arrangements.
- 2.2 Each of the Relationship Management Group, the Service Management Group, the Change Protocol Group and the Service Integration Group shall, unless the Relationship Management Group otherwise specifies, comply with the following rules of governance:
- (a) the chair of each group will be appointed by the Authority;
 - (b) the chair will manage the proceedings of the meetings and issue all minutes of meetings;
 - (c) the Secretariat for each group will be provided by the Authority and will be responsible for:
 - (i) generally, giving a minimum of 10 Business Days' notice to all proposed attendees of any meeting held pursuant to, and in accordance with, this Schedule 14 (stating the time and place of the meeting) unless the parties agree that reduced notice is required for reasons arising from the urgency of the issues for discussion or attendee availability, in which case either party

OFFICIAL SENSITIVE
CPA 16, THAMES VALLEY, BIDDER 155
FINAL

may give as much notice of the meeting as is reasonably practicable to provide in the circumstances;

- (ii) proposing an agenda, attendees (including Third Party attendees where relevant) and duration, for that meeting (which shall be agreed between the parties' respective Relationship Managers, or their agreed nominated representatives in writing prior to the meeting); and
 - (iii) recording minutes of the meeting; and
 - (d) a meeting will only be validly convened if, with respect to the relevant groups specified in paragraph 1.1, at least one member of the Contractor's management team holding one of the positions detailed in Appendix 1 and one member of the Authority's management team holding one of the positions detailed in Appendix 2, or their agreed nominated representatives who have sufficient authority to act on his behalf, is present.
- 2.3 Each party shall appoint representatives as members of the Relationship Management Group, the Service Management Group, the Change Protocol Group and the Service Integration Group and shall ensure that those representatives are of appropriate seniority.
- 2.4 The Contractor's representatives, with respect to the relevant groups specified in paragraph 1.1, shall be the individuals holding the positions detailed in Appendix 1.
- 2.5 The Authority's representatives, with respect to the relevant groups specified in paragraph 1.1, shall be the individuals holding the positions detailed in Appendix 2.

3. RELATIONSHIP MANAGEMENT GROUP

- 3.1 The parties shall establish a group to be responsible for account management and overseeing the overall success of the relationship between the Contractor and the Authority, including each Contract Review, and to demonstrate executive commitment (**Relationship Management Group**).
- 3.2 The Relationship Management Group shall:
- (a) oversee the relationship between the Contractor and the Authority, facilitate positive working attitudes and approaches and provide strategic direction for the relationship;
 - (b) review and discuss the Annual Service Plan, the Continuous Improvement Report and the Service Report and, if applicable, the Remedial Plan;
 - (c) receive reports from the exit managers regarding the status of the Exit Plan and any issues associated with them;
 - (d) liaise with and receive reports from the Service Management Group, the Change Protocol Group and the Service Integration Group to inform the Contract Review and to consider and confirm decisions and actions to be taken; and
 - (e) resolve significant issues escalated to it pursuant to this Schedule 14.
- 3.3 The first meeting of the Relationship Management Group shall be no later than 20 Business Days after the Amendment Date and, for the first six months after the Amendment Date, the

OFFICIAL SENSITIVE
CPA 16, THAMES VALLEY, BIDDER 155
FINAL

Relationship Management Group shall meet once each month. After that period, the Relationship Management Group shall meet as frequently as necessary but not less than once every three months.

4. SERVICE MANAGEMENT GROUP

4.1 The parties shall establish a group to be responsible for the day to day management of the relationship between the Contractor and the Authority for the provision of the Services (**Service Management Group**). The Service Management Group shall meet once each month or at any other intervals as the parties may agree in writing but not less than once every quarter. The first meeting shall be no later than 20 Business Days after the Amendment Date.

4.2 The Service Management Group shall be responsible for:

- (a) monitoring the operational performance of the Contractor including reviewing performance against the Performance Measures each month;
- (b) reviewing the levels at which the Performance Measures are set in accordance with Clause 7;
- (c) discussing potential opportunities to improve the performance, efficiency and effectiveness of the Services including those arising from reports made by the Probation Inspector or Prison Inspector from time to time, Serious Further Offence Reviews, quality assurance reports, stakeholder surveys, the monitoring of the management information collected in accordance with Schedule 20 (Management Information) and the delivery of the Services;
- (d) reviewing implementation of the Transition Plan and addressing any issues arising in relation to the impact of the Transition Plan on the delivery of the Services;
- (e) reviewing and discussing the Contractor's delivery of an Improvement Plan on which the Contractor shall report its progress to the Service Management Group, as applicable;
- (f) subject to paragraph 4.3, discussing and implementing any proposed Change to this Agreement in accordance with the Change Protocol where a Change can be agreed and implemented without the need to convene the Change Protocol Group;
- (g) discussing the findings of the Continuous Improvement Report;
- (h) identifying and agreeing measures to address recurring or material problems with the delivery of the Services; and
- (i) providing the Relationship Management Group with an overview of the outcomes in relation to paragraph 4.2 (a) to (h), highlighting any significant issues that need to be resolved and actions required.

4.3 If a proposed Change involves substantial cost implications on either party and/or either party decides that the proposed Change requires further discussion, the parties shall refer the proposed Change to the Change Protocol Group.

4.4 The Authority's and the Contractor's respective Relationship Managers shall attend the Service Management Group meeting when required to discuss any material changes to the

OFFICIAL SENSITIVE
CPA 16, THAMES VALLEY, BIDDER 155
FINAL

way in which the Contractor provides the Services or any other changes that are planned to the Services.

5. CHANGE PROTOCOL GROUP

The parties shall establish a group to discuss and agree proposed Changes in accordance with the procedure set out in Clause 5.2 and Schedule 12 (Change Protocol), and to provide the Relationship Management Group with an overview of the agreed Changes to this Agreement (**Change Protocol Group**).

6. SERVICE INTEGRATION GROUP

6.1 The parties shall establish a group consisting of representatives of the Authority responsible for contract management, the Contractor, representatives of the Authority responsible for the provision of the National Probation Service and representatives of each of the Contractor's designated Resettlement Prisons, to manage the interfaces between them to enable the Contractor to efficiently and effectively deliver the Services (**Service Integration Group**). The Service Integration Group shall meet once each month or at any other intervals as the parties may agree in writing but not less than once every quarter. The first meeting shall be no later than 20 Business Days after the Amendment Date.

6.2 The Authority shall ensure that its representatives responsible for the provision of the National Probation Service, and that representatives of each Resettlement Prison, attend and participate at meetings of the Service Integration Group.

6.3 The Service Integration Group shall be responsible for:

- (a) resolving any issues arising between the Contractor, the Authority in its capacity as provider of the National Probation Service and/or the relevant Resettlement Prisons in relation to the delivery of the Services, the National Probation Service and the services provided by the relevant Resettlement Prison, together with the interfaces between them, including any relevant interfaces set out in Schedule 10 (Interfaces) and/or Clauses 3.11 to 3.15;
- (b) discussing potential opportunities to improve the integration, efficiency and effectiveness of the services referred to in paragraph 6.3(a) in the Contract Package Area;
- (c) identifying and agreeing measures to address recurring or material problems with the integration of services in the Contract Package Area of the Contractor;
- (d) providing the Relationship Management Group with an overview of the issues, opportunities and measures discussed at meetings of the Service Integration Group and escalating any significant unresolved issues for the Relationship Management Group to resolve, and
- (e) resolving any other issues arising pursuant to Clause 6 with another Community Rehabilitation Company, as applicable.

APPENDIX 1

CONTRACTOR'S MANAGEMENT TEAM

Relationship Management Group

Role/Title

Relationship Manager	Chief Executive Officer of MTCnovo Limited
Senior Operations Manager	Chief Operating Officer of MTCnovo Limited
Senior Commercial and Financial Manager	Chief Financial Officer of MTCnovo Limited

Service Management Group

Role/Title

Chief Executive Officer of the Contractor
Chief Operating Officer of MTCnovo Limited

Change Protocol Group

Role/Title

Chief Executive Officer of the Contractor
Chief Operating Officer of MTCnovo Limited
Commercial Director of MTCnovo Limited

Service Integration Group

Chief Operating Officer (Rehabilitation Services) of the Contractor
Chief Operating Officer (Support and Supervision) of the Contractor

APPENDIX 2

AUTHORITY'S MANAGEMENT TEAM

Relationship Management Group

Role/Title

Relationship Manager	Nominated senior representative of the Authority with delegated authority to manage the relationship with the Contractor for its Contract Package Area.
Service Manager(s)	Nominated representative of the Authority with responsibility for service delivery performance management under the direction of the Relationship Manager
Contract Manager(s)	Nominated representative of the Authority with responsibility for the commercial and financial management under the direction of the Relationship Manager

Service Management Group

Role/Title

Service Manager	Nominated representative of the Authority with responsibility for service delivery performance management under the direction of the Relationship Manager
-----------------	---

Change Protocol Group

Role/Title

Contract Manager	Nominated representative of the Authority with responsibility for the commercial and financial management under the direction of the Relationship Manager
------------------	---

Service Integration Group

Service Manager	Nominated representative of the Authority with responsibility for service delivery performance management under the direction of the Relationship Manager
National Probation Service Representative - Senior Manager	Nominated representative of the NOMS Director of Probation (or Director NOMS Wales) with delegated authority to manage issues in relation to

OFFICIAL SENSITIVE
CPA 16, THAMES VALLEY, BIDDER 155
FINAL

the interfaces between the Authority in its capacity as provider of the National Probation Service and the Contractor

Resettlement Prison(s) – Senior Manager

Where the Resettlement Prison is managed by NOMS, a nominated representative of the NOMS Director of Public Prisons with delegated authority to manage issues in relation to the interfaces between the Contractor and the relevant Resettlement Prisons